

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

IN RE:

§

§

MP BUILD GROUP LLC

§

CASE NO: 24-41841

§

Debtor

§

Chapter 7

**MOTION FOR RELIEF FROM STAY AGAINST PROPERTY AS TO 14140
EDGECREST DRIVE, DALLAS, TEXAS 75254 AND WAIVER OF THIRTY DAY
HEARING REQUIREMENT**

14-DAY NEGATIVE NOTICE – LBR 4001(a):

Your rights may be affected by the relief sought in this pleading. You should read this pleading carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you oppose the relief sought by this pleading, you must file a written objection, explaining the factual and/or legal basis for opposing the relief.

No hearing will be conducted on this Motion unless a written objection is filed with the Clerk of the United States Bankruptcy Court and served upon the party filing this pleading WITHIN FOURTEEN (14) DAYS FROM THE DATE OF SERVICE shown in the certificate of service unless the Court shortens or extends the time for filing such objection. If no objection is timely served and filed, this pleading shall be deemed to be unopposed, and the Court may enter an order granting the relief sought. If an objection is filed and served in a timely manner, the Court will thereafter set a hearing with appropriate notice. If you fail to appear at the hearing, your objection may be stricken. The Court reserves the right to set a hearing on any matter.

Comes now Servis One, Inc. d/b/a BSI Financial Services as mortgage servicer for EF Mortgage LLC, ("Movant") and moves the Court for Relief from the Automatic Stay of § 362(d) (1) & (2) of the Bankruptcy Code, and as grounds therefore respectfully represents:

Introduction

1. Debtors filed a Voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code on August 5, 2024 (the "Petition Date"). The case was converted to Chapter 7 by an Order entered by the Court on March 31, 2025 (Dkt. #58). This Court has jurisdiction to hear and

determine this contested matter pursuant to 28 U.S.C. §§ 1334 and 157(b), and grant the relief requested pursuant to 11 U.S.C. §§ 105(a) and 362(d).

2. The Court has jurisdiction of this matter pursuant to *28 U.S.C.A. §§ 157 and 1334(b)*; and this is a core proceeding pursuant to *28 U.S.C.A. 157(b)(2)(G)*. Venue is proper pursuant to *11 U.S.C.A. §§ 1408 and 1409*.

Facts and Procedural History

3. On or about December 21, 2022, Debtor made, executed and delivered to Movant a Commercial Mortgage Note (the "Note"), by the terms of which Debtor promised to pay to the order of Movant the sum of \$ 1,421,460.55 together with interest on the unpaid balance thereof at the rate of 11% percent per annum, in monthly installments in accordance with the schedule of payments set forth therein. A true copy of the Note is attached hereto, incorporated heretofore for all purposes and marked **Exhibit 1**.¹

4. To secure payment of the Promissory Note, on or about December 21, 2022, Debtor made, executed and delivered to Movant a written Deed of Trust, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing (the "Security Agreement"), by the terms of which Debtor granted a security interest in a property having a street address of 14140 Edgecrest Drive, Dallas, Texas 75254. (Hereinafter called the "Property"). A true copy of the Security Agreement is attached hereto, incorporated herein for all purposes and marked **Exhibit 2** (the full legal description of the Property is set forth in Exhibit 2 and not reproduced here for brevity).

¹ Loan numbers and similar identifying information are redacted from all exhibits.

5. The security interest granted by the Security Agreement was perfected by recordation of the Security Instrument in the Real Property Records of Dallas County, Texas on December 23, 2022, as Instrument Number 202200322015 (see Exhibit 2).

6. Movant is the Mortgage Servicer² for the owner and holder of the Note and Security Agreement and is the party entitled to payment thereon and to enforce same.

7. The Promissory Note originally matured on December 1, 2023, and said maturity date was extended to March 1, 2024. Debtor failed to pay the Promissory Note in full upon its maturity. Because of the failure of the Debtor to pay the Promissory Note as promised, the unpaid balance of the indebtedness due upon the Promissory Note is fully due and payable. True and correct copies of the Notices of Maturity and Default provided to Debtor are attached hereto, incorporated herein for all purposes and marked **Exhibit 5**.

8. All conditions precedent to Movant's right of recovery have been performed or have occurred. Per the Affidavit of Movant's representative attached hereto, Debtor is indebted to Movant in the sum of \$1,834,685.28, as of July 20, 2025, which includes interest and costs provided in the Promissory Note.

Relief from the automatic stay

9. Movant seeks relief from the automatic stay under § 362(d)(1) of the Bankruptcy Code: the Movant is not adequately protected.

² Mortgage Servicer is defined in the Texas Property Code Section 51.0001(3). See also Texas Property Code Section 51.0025 "Administration of Foreclosure by Mortgage Servicer."

The Movant is not adequately protected

10. The Promissory Note (Exhibit 1) has fully matured by its terms and therefore is fully due and payable. The Debtor cannot provide adequate protection through periodic payments. See *In re Pineda* 2010 Bankr. LEXIS 439 | 2010 WL 569547 (WDTX) at pages 9-11. As set forth in the Affidavit of Movant's representative, the Debtor failed to pay the loan in full at maturity. The Debtor is in default under the terms of the Note and Deed of Trust and there is cause to terminate the automatic stay for failure to make payment when due.

11. Movant has continued to advance ad valorem taxes and maintain insurance on the property despite the failure of the debtor to make any kind of payment to the Movant. Additionally, Movant has been informed by the Trustee of issues with the permitting for the construction on the Property and its Certificate of Occupancy, which greatly diminishes the value of the Property. The Debtor has also failed to properly secure the Property, which further risks damage to Movant's collateral.

12. The United States Trustee, when the case was still a Chapter 11, filed a motion to dismiss or convert the case (Dkt.#40) noting that the debtor had failed to provide an proof of insurance, filed no monthly operating reports in the case, provided no bank statements, and concluded: "...the numerous and ongoing deficiencies, administrative and substantive, described herein are tantamount to gross mismanagement of the estate." (Dkt#40 at 18) The Debtor entered into an agreed order with the U.S. Trustee (Dkt.#56) and the case was converted to Chapter 7 when the Debtor failed to abide by the terms of the agreed order (Dkt#58).

13. Debtor has made no effort to reorganize or continue operating in such a way to improve or maintain the value of the Property and Movant's interest in the Property is not adequately protected.

14. Movant further requests that the Court waive the 14-day stay of effectiveness of an order granting relief from the automatic stay as provided in Federal Rule of Bankruptcy Procedure 4001(a)(3). Good cause exists for waiving the 14-day stay as noted above.

15. Movant waives the thirty (30) day hearing requirement of 11 U.S.C. § 362(e)(1).

Prayer

Wherefore, premises considered, Movant, prays that the § 362 automatic stay be lifted so that it may take possession of and foreclose its security interest in the Property

Respectfully submitted,

/s/William Jennings
Garth Fennegan
Texas Bar I.D. 24004642
gfennegan@settlepou.com

William Jennings
Texas Bar I.D 24127205
wjennings@settlepou.com

SettlePou
3333 Lee Parkway, Eighth Floor
Dallas, Texas 75219
(214) 520-3300
(214) 526-4145 (Facsimile)

ATTORNEYS FOR SERVIS ONE, INC.
D/B/A BSI FINANCIAL SERVICES

CERTIFICATE OF CONFERENCE

I certify that I conferred with Counsel for the Trustee on June 23, 2025, via phone concerning the Trustee's position this motion. The Trustee does not oppose this motion.

I conferred with the Principal of the Debtor Micaiah Pruitt on June 24, 2025, concerning his position on the motion. Mr. Pruitt opposes this motion.

/s/ William Jennings

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing motion with exhibits and form of proposed order was served in accordance with the Federal Rules of Procedure and Federal Rules of Bankruptcy Procedure on July 11, 2025, on the persons/entities identified on the attached service list.

/s/ William Jennings
William Jennings

SERVICE LIST

(Via U.S. Mail, First Class, Postage Prepaid, Facsimile or Electronically if a Registered ECF User)

Debtor c/o Micaiah Pruitt 2591 Dallas Pkwy., Ste. 300 Frisco, Texas 75034	CHRISTOPHER MOSER 2001 BRYAN STREET, SUITE 1800 DALLAS, TX 75201	US TRUSTEE OFFICE OF THE UNITED STATES TRUSTEE BANK OF AMERICA BUILDING 110 NORTH COLLEGE AVENUE, ROOM 300 TYLER, TEXAS 75702
Richardson ISD c/o Perdue, Brandon, Fielder, Collins & Mott, L.L.P. 500 E. Border Street, Suite 640 Arlington, Texas 76010	DALLAS COUNTY IRVING ISD c/o LINEBARGER GOGGAN BLAIR & SAMPSON, LLP 2777 N. Stemmons Freeway Suite 1000 DALLAS, TX 75207	COLLIN COUNTY TAX ASSESSOR/COLLECTOR c/o ABERNATHY, ROEDER, BOYD & HULLETT, P.C. 1700 Redbud Blvd., Ste. 300 McKinney, Texas 75069
Li "Doris" Tan c/o Joyce W. Lindauer Attorney, PLLC 1412 Main Street, Suite 500 Dallas, Texas 75202	CEDAR WEST TEXAS, LLC, 11 ELEVEN RENTALS LLC, BBE INVESTMENTS LLC, AND FOREST ONE LLC c/o Troy D. Nelson 8007 Hydrangea Rd. Ore City, Texas 75683	708 Ventures-01, LLC c/o STEPHANIE KUNZ SERRANO 7616 LBJ Freeway, Suite 826 Dallas, TX 75251
Texas Comptroller c/o Texas Attorney General's Office Bankruptcy & Collections Division P.O. Box 12548 Austin, TX 78711-2548	FORD MOTOR CREDIT COMPANY LLC c/o Mackie Wolf Zientz & Mann, P.C. 14160 Dallas Parkway, Suite 900 Dallas, TX 75254	